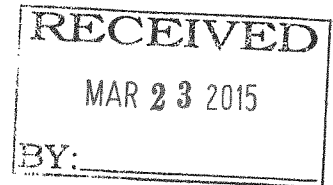


CITY OF LINCOLN, NEBRASKA  
REAL ESTATE SALES AGREEMENT



This Agreement, made and entered into by and between **1100 Y LLC, a Nebraska limited liability company**, hereinafter called "*Buyer*", whether one or more, and the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, hereinafter called "*Seller*".

WITNESSETH:

1. *Seller*, in consideration of **THIRTY THOUSAND AND NO/100 DOLLARS, (\$30,000.00)**, to be paid upon the date of closing and completion of this sale, hereby agrees to sell and convey, and *Buyer* agrees to purchase the following described real estate, to-wit:

A portion of Lot 1, Block 14, Antelope Valley 1<sup>st</sup> Addition, Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

Commencing at the northeast corner of Lot 1, thence South 89° 36' 16" East, a distance of 90.00 feet to the Point of Beginning; thence South 89° 36' 16" East, a distance of 100.14 feet; thence South 00° 23' 44" West, a distance of 31.63 feet; thence South 55° 28' 27" West, a distance of 122.13 feet; thence North 00° 23' 44" East, a distance of 101.54 feet to the Point of Beginning and containing a calculated area of 6,667.85 square feet, more or less.

2. *Seller* shall order a title insurance commitment from company of *Buyer's* choice. *Seller and Buyer* shall split the cost of the title insurance policy. *Seller* agrees to furnish *Buyer* a written legal opinion showing defect, if any, in the title to said real estate no later than ten (10) days prior to the date of closing and completion of this sale, hereinafter provided.

3. *Seller* agrees to pay all taxes for all prior years and including 2014 and any special assessments or taxes assessed against the above-described property before this Agreement is executed by both parties.

4. Current taxes shall be paid as follows: 2015 shall be paid by *Buyer*.

5. *Seller* acknowledges and agrees that *Buyer* has possession of the said real estate by way of a Lease Agreement executed by *Buyer* and *Seller* on August 7, 2014. *Seller* agrees to give *Buyer* full possession of the said real estate on closing.

6. It is understood and agreed that this Agreement is conditioned upon *Seller* having a good, valid and merchantable title in fee simple to said real estate. *Seller* agrees to convey said real estate to *Buyer* by good and sufficient warranty deed, free and clear of all encumbrances, except as herein stated otherwise: \_\_\_\_\_.

7. It is understood and agreed that there may also be additional easement requirements that will be retained by *Seller* or that *Buyer* may be required to execute and convey to *Seller* on the date of close.

8. It is understood and agreed that rents, if any, are to be adjusted on and as of the date of closing and completion of this sale. *Buyer* represents that no real estate commission is due or owing to any cooperating agents or builder for procurement of the Agreement.

9. It is understood and agreed that *Buyer* shall in no manner be bound by the terms and conditions of this Agreement until the sale has been properly executed as provided by the Charter of the City of Lincoln, Nebraska.

10. *Buyer* and *Seller* agree to close and complete this sale in accordance herewith on or before the 15<sup>th</sup> day of May, 2015. An extension of this date may be agreed to upon mutual written consent of both *Buyer* and *Seller*.

IN WITNESS WHEREOF, *Buyer* and *Seller* have caused these presents to be executed as of the dates below indicated.

Executed by *Buyer* this 18 day of March, 2015.

1100 Y, LLC, a Nebraska limited liability company

By: 

By: \_\_\_\_\_

Executed by *Seller* this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Chris Beutler  
Mayor of Lincoln

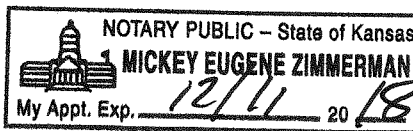
STATE OF Kansas }  
COUNTY OF Riley } ss:

On March 18, 2015, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came Chris Eker to be the Owner/Member of 1100 Y LLC, a Nebraska limited liability company, to me known to be the identical person(s), whose name(s) is (are) affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

(S E A L)

  
Notary Public



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came \_\_\_\_\_ to be the \_\_\_\_\_ of 1100 Y LLC, a Nebraska limited liability company, to me known to be the identical person(s), whose name(s) is (are) affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

(S E A L)

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss:

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came **Chris Beutler**, known to me to be the Mayor of **City of Lincoln, Nebraska, a municipal corporation**, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal the day and year last above written.

(S E A L)

\_\_\_\_\_  
Notary Public